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| Annual Contract Competitive Proposal Request A21-0351 | CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION | RESPONSES MUST BE RECEIVED BY: May 05, 2021 11:00 AM CST |
| TITLE: "HEAD START & JUVENILE SERVICES "PRODUCE" A21-0351 | | RETURN BID TO: PURCHASING DIVISION |
| FILE NO: A21-0351 REQ NO: AD DATES: 4/19& 4/26 | <u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821 <u>Physical Address:</u> 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802 | |
| SHIP TO ADDRESS: Various Locations (See Attached) | Contact Regarding Inquiries: Purchasing Analyst : Arvin Jones Telephone Number: 225-389-3259 x 310 Email: afjones@brla.gov | |
| VENDOR NAME | MAILING ADDRESS | |
| REMIT TO ADDRESS | CITY, STATE, ZIP | |
| TELEPHONE NO. FAX NO. | E-MAIL | |
| FEDERAL TAX ID OR SOCIAL SECURITY NUMBER | TITLE | |
| AUTHORIZED SIGNATURE | PRINTED NAME | |
| QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY) | | |

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals shall be rejected and returned.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES ____NO _____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.

22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or Nolo Contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana

Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.

26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a- 133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall included delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at:
<http://city.brla.gov/dept/purchase/bidresults.asp>.

29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are

directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR THIS BID

The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.

- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- Termination for Cause: The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- Termination for Convenience: The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- Termination for Non-Appropriation Clause: Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Agency to make the payments required under the terms hereof, or to comply with the terms, conditions and requirements of this contract hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure,” as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

Due to the COVID-19 emergency situation and in light of the Louisiana Governor’s Proclamation Number JBE 2020-30, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening date and time.

All inquiries shall be received by the close of business on **April 27, 2021. INQUIRIES AND/OR QUESTIONS SHALL NOT BE ENTERTAINED THEREAFTER.**

Inquiries are to be directed as follows:

Arvin F. Jones, Purchasing Analyst II
City-Parish Purchasing Department
222 St. Louis Street, Room 826 (Hand Delivery)
Baton Rouge, LA 70802
or
P.O.Box 1471
Baton Rouge, LA 70821
or
Email: afjones@brlagov.com
or Fax (225) 389-4841

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION

BUY AMERICAN

The 1997 "Buy American" requirements for school lunch program commodity purchases and three-authorization in 1998 requires recipient agencies participating in the National School Lunch Program and the School Breakfast Program in the contiguous United States to buy food produced in the United States when buying with federal funds. Regulations implementing these requirement (7CFR 210.21 and 220.16) were published on September 29, 1999. These requirements apply to food purchases for the Head Start Program since it is federally funded.

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines "domestic commodity or product" as one that is produced in the United States and it processed in the Unified States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Exemptions to the Buy American provision are listed below:

- When product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic.

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FOOD CONTRACT

GENERAL SPECIFICATIONS

SCOPE OF WORK:

The City of Baton Rouge is requesting proposal for “Fresh Produce” Annual Contract. The produce is served to various agencies and requires timely delivery. The City-Parish requires bidder to have knowledge and experience in fresh produce for school program(s).

SAMPLES

The City-Parish reserves the right to request samples prior to award. If samples are requested they should be received in the Purchasing Division within five (5) working days of request. Failure to submit samples on request may be cause for rejection of bid.

PRODUCT DATING

All items furnished shall be from the latest product dating available. Under no circumstances will outdated product be accepted.

SIZE OF PACKAGE

If unable to quote on size of package specified, specify alternate size quoted. The City-Parish reserves the right to consider alternate sizes if it deems it is in its best interest and suited to its needs.

GRADES

Grades used are based on standards established by the USDA Production and Marketing Administration, Fruit and Vegetable Division. On items specifying a grade, it is to be understood clearly that the grade will be one of the considerations in selecting the item or items to be purchased. In the case where grade is not specified, the pack, size, uniformity, firmness, color, and flavor are to be considered along with price.

The City-Parish reserves the right to purchase the items deemed to be in the best interest of the City-Parish.

All items delivered against orders placed on the basis of samples and/or brands submitted and selected must conform to the grade specified in the specifications and purchase order. Deliveries failing to meet the grade specified will be rejected and returned at the vendor's expense.

Where product packaging is to be marked with USDA Shield, no merchandise will be accepted unless each case is stamped with the USDA grade shield.

***ONLY THOSE NAME BRANDS AND PACKAGE SIZES QUOTED BY THE SUCCESSFUL VENDOR WILL BE ACCEPTED BY THE USING AGENCY. SUBSTITUTIONS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY PURCHASING. CONTINUED SUBSTITUTION REQUESTS AND / OR UNAVAILABILITY OF PRODUCTS BID MAY BE CAUSE FOR CANCELLATION OF CONTRACT.**

INSPECTION

If, upon inspection, product fails to meet specifications, cost of inspection will be charged to vendor, and any deliveries already made will be held for vendor's disposition or returned to vendor freight collect.

If vendor fails to make satisfactory replacement within fifteen (15) days, the City-Parish reserves the right to cancel the item and to purchase it elsewhere and charge the defaulting vendor the difference in price.

DELIVERY

Dates of delivery may be a consideration in this award. State in the appropriate space the number of days required for delivery after receipt of order.

JUVENILE SERVICES: Delivery times shall be on Wednesday of each week between the hours of 8:00 a. m. and 10:30 a. m..

HEAD START PROGRAM: Delivery times shall be on Thursday or Friday each week between the hours of 1:00 p.m. and 3:00 p.m.

SPECIAL CONDITIONS

The name, address and quantities will be furnished on a release order to the successful vendor/s for deliveries to the various locations.

Approximately eighty per cent (80%) of the purchases made will be in case lots. The other twenty per cent (20%) will be purchased in broken cases and lots. Vendor must be willing to split cases and lots.

The items listed in the proposal shall be delivered to the different agencies of Human Services and the Juvenile Services Detention Center weekly or monthly, as requested by the agencies. Deliveries also may be requested by any other City-Parish agency.

Specific known locations at this time are:

1. Capital Area Early Head Start 3250 N. Acadian Thruway E. Baton Rouge, LA 70805
2. Charlie Thomas Memorial Head Start 8686 Pecan Tree Drive Baton Rouge, LA 70810
3. Child Development & Learning Center 7315 Exchange Place Baton Rouge, LA 70806
4. Freeman-Matthews Head Start 1383 Napoleon Street Baton Rouge, LA 70802
5. LaBelle Aire Head Start 1919 N. Christy Drive Baton Rouge, LA 70815
6. New Horizon Head Start 1111 North 28th Street Baton Rouge, LA 70802
7. Progress Road Head Start (1) 1881 Progress Road Baton Rouge, LA 70807
8. Progress Road Head Start (2) Campus 1881 Progress Road Baton Rouge, LA 70807
9. Wonderland Head Start 1500 Oleander Street Baton Rouge, LA 70802

This bid shall be awarded ALL or NONE!

FRUITS & VEGETABLES (FRESH)

(GROUP 100)

| ITEM NO. | <u>DESCRIPTION</u> | ESTIMATED USEAGE | ESTIMATED U/M | UNIT PRICE | EXTENDED PRICE | IDENTIFY LOCATION GROWN (i.e. LA) | USDA PROCESSED Y/N |
|-----------------|--|-------------------------|----------------------|-------------------|-----------------------|--|---------------------------|
| | <u>FRUIT (FRESH)</u> | | | | | | |
| 0001 | Apples, Red delicious 113 count. (Each will average 2-1/2" diameter from stem to blossom.) per box | 10 | Case / count | | | | |
| 0002 | Bananas, petite, 150 cts., 3 to 6 lb., uniform , no bunches or top, 6" long. 40# box per box | 10 | # Case | | | | |
| 0003 | Cantaloupe, #1 9/12 count per box | 10 | Case/count | | | | |
| 0004 | Grapefruit, Pink, seedless, Weight 38-42 lbs. box | 5 | Case/count | | | | |
| 0005 | Grapes, Red or Green, seedless, 18-22 lbs./lug. | 50 | Lbs. per Case | | | | |
| 0006 | Grapes, White Seedless 18-22 lbs per Bags | 50 | Lbs. per Case | | | | |

| ITEM NO. | DESCRIPTION | ESTIMATED USEAGE | ESTIMATED U/M | UNIT PRICE | EXTENDED PRICE | IDENTIFY LOCATION GROWN (i.e. LA) | USDA PROCESSED Y/N |
|----------|--|------------------|---------------|------------|----------------|-----------------------------------|--------------------|
| 0007 | Limes, U.S. #1 12ct. per case, lbs. About 4-1/2 limes 40lbs case | 5 | Case/count | | | | |
| 0008 | Lemons, U.S. #1, 165 cts. About 4-1/2 lemons/lb. 40 lbs. per case | 5 | Case/count | | | | |
| 0009 | Melon, Honeydew 5 ct. per carton/each | 3 | Case/count | | | | |
| 0010 | Watermelons, U.S. #1, 25-28 lbs., melons preferred each per carton | 5 | Each | | | | |
| 0011 | Melon, Watermelon Seedless U.S. #1, 25-28 lbs. case | 3 | Each | | | | |
| 0012 | Oranges, sweet type, U.S. #1, 138 Count, Fruit will average 2-5/8" in diameter, carton averages 40 lbs. per carton | 5 | Case/count | | | | |
| 0013 | Peaches, U.S. #1, 50-60 cts., carton weight approximately 35-38 lbs. cartons | 10 | Case/count | | | | |
| 0014 | Pears, Bartlett or Danjoy. U.S. #1 or Fancy, loose Pack. 120 cts. Carton weight 45 lbs. | 10 | Case/count | | | | |

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|-----------------|--|-------------------------|----------------------|-------------------|-----------------------|--|---------------------------|
| 0015 | Plums, U.S. #1. Italian prune plum variety. 150 cts./ctn., 25-30 lbs./ctn. | 10 | Case/count | | | | |
| 0016 | Tangerines, U.S. #1. Florida, 120-125 cts., with weigh 25-30 lbs. Calif., 135 count, with weight 40 lb case | 2 | Case/count | | | | |
| 0017 | Strawberries, U.S. #1 med. To small Louisiana berries preferred. 8 pints/flat. Flat weight approximately 12 lbs. | 5 | Lbs. Per flats | | | | |
| 0018 | Nectarines, US #1 50 – 60 ct., wt. 35 – 38 lbs. case | 2 | Case/count | | | | |
| 0019 | Pecans, broken pieces, shelled, #1, packed in plastic bags within sealed container. 10 lbs. Container | 20 | Per bag | | | | |
| 0020 | Shredded Lettuce 5lbs Bags 4-5 lb bags/case | 5 | Case per lbs. | | | | |
| 0021 | Blueberries, 12 pints per flat | 36 | Counts/ Per flats | | | | |

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| 0022 | <u>VEGETABLES (FRESH)</u> Asparagus, standard U.S. # 2 /11 lbs. per each. | 5 | Lbs. per Package | | | | |
| 0023 | Avocado Green, 48ct. per box | 10 | Count/Case | | | | |
| 0024 | Cabbage, Green, U.S. #1, med. (1-1/2 – 3 lbs. heads), packed in open mesh 50 lbs. sacks. | 470 | Each Heads/count | | | | |
| 0025 | Cabbage, Purple, U.S. #1, med. 2 heads per pack. Approximately 5 lb bag | 120 | Each Heads/count | | | | |
| 0026 | Carrots, U.S. Extra #1, 1 lb topped not more than 1-1/2” in diameter & not less than 3” in length. bags. lbs per | 620 | Lbs. per each bags | | | | |
| 0027 | Carrot Stick, 1 1/2” X 4” 5 lbs. bag approximately 200 sticks/5 lbs. bag. | 370 | Lbs. per each bags | | | | |
| 0028 | Cauliflower, U.S. #1, well trimmed, 12 head/ctn. (Not less than 4” diameter) | 250 | Each per Package | | | | |
| 0029 | Broccoli, U.S. #1, 14 bunches/ case. | 580 | Each per Package | | | | |

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|----------|---|------------------|------------------|------------|----------------|-----------------------------------|--------------------|
| 0030 | Celery, Green, U.S. Extra #1, 12" to 14", stalks weighing 1 to 1-1/3 lbs. each. | 690 | Each per Package | | | | |
| 0031 | Celery, sticks, approximately 1/2" X 4". Vacuum sealed, 5 lbs. bag, 200 sticks/bag. | 520 | Lbs. per Package | | | | |
| 0032 | Cucumbers, U.S. #1 large, for slicing purposes. Not more than 2-3/8" in diameter and 6" in length. 5 lbs. box | 100 | Lbs. per Package | | | | |
| 0033 | Garlic, U.S. #1 minimum diameter 1-1/2". Garlic should be dry & firm with full pods. | 200 | Lbs. per Package | | | | |
| 0034 | Lettuce, Iceberg, U.S. #1, well trimmed, (no more than 3 wrapper leaves.) carton. Ct. per case. | 40 | Case/count | | | | |
| 0035 | Lettuce, Romaine ct. per case | 30 | Case/count | | | | |
| 0036 | Fresh Coleslaw mix. Packaged in 4- 5 lb bags ct. per case/bag. | 20 | Case/count | | | | |

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| 0037 | Onions, Green, U.S. #2, 10-12 onions per bunch. Root should be 2" to 3" of clear clean white. 3 bunches per break | 530 | Each per Package | | | | |
| 0038 | Onions, Yellow Globe, U.S. #1 med., 2" to 3 1/4" in diameter. 50 lbs. sack, 3 to 4 onions/lb. | 56 | Lbs. per Sack | | | | |
| 0039 | Onions, Red or Purple, #1 med. 3" to 3- 1/4 " in diameter. 3 to 4 onions/lb. | 190 | Lbs. per Sack | | | | |
| 0040 | Parsley, Curly Leaf preferred, U.S. #1, 2 oz. weight/bunch. 3 bunches per break. | 120 | Each per Package | | | | |
| 0041 | Peppers, sweet Green, U.S. #1. Minimum of 2-1/2" in diameter & 2/12" in length. About 3 to 4 peppers/lb. 5 lbs per break | 1140 | Lbs. per Package | | | | |
| 0042 | Potatoes, diced, packed in 5 lbs. plastic bags. 4-5 lb bags per case/bag | 200 | Lbs. per Package | | | | |
| 0043 | Potatoes, round, Red, U.S. #1, med. (minimum 2-1/2" in diameter.) Packed in 50 lbs. sack. | 900 | Lbs. per Package | | | | |

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|----------|--|------------------|-----------------------|------------|----------------|-----------------------------------|--------------------|
| 0044 | Potatoes, White, for baking. U.S. #1 50 lbs. carton. | 300 | Lbs. per Package | | | | |
| 0045 | Potatoes, sweet, U.S. #1, 8" to 10" long , 4"-5" in diameter. 40 lbs. per case | 102 | Case/count per carton | | | | |
| 0046 | Radishes, round, Red, U.S. #1, med. , (3/4"-1-1/8" diameter) Packed in 6 oz. cello bags. | 272 | Lbs. per Bag | | | | |
| 0047 | Tomatoes, cherry type, U.S. #1, Red. 12 pints/flat. 14-20 lbs/flat. | 100 | Count per flats | | | | |
| 0048 | Tomatoes, U.S. #1, 6 X 6 . (Minimum diameter 2-1/2".) Ripeness either breakers or pink. | 100 | Lbs. per Package | | | | |
| 0049 | Lettuce, salad mix, percent in small bite pieces. To consist of at least 2 other ingredients binder. Iceberg lettuce, in the following proportions by weight. Iceberg lettuce 80-90% Red Cabbage 0-10% Carrots 0-10% Romaine 0-10% Packaged in 5 to 10 lbs. Plastic bag | 10 | Lbs. per Package | | | | |

| ITEM NO. | <u>DESCRIPTION</u> | ESTIMATED USEAGE | ESTIMATED U/M | UNIT PRICE | EXTENDED PRICE | IDENTIFY LOCATION GROWN (i.e. LA) | USDA PROCESSED Y/N |
|-----------------|--|-------------------------|----------------------|-------------------|-----------------------|--|---------------------------|
| 0050 | Eggplants, U.S. #1. Per lbs. | 2060 | Case/count Each | | | | |
| 0051 | Fresh Yellow Squash (in season) #1. Per lbs. | 1300 | Lbs. per Package | | | | |
| 0052 | Fresh Zucchini, (in season) #1 Per lbs. | 1300 | Lbs. per Package | | | | |
| 0053 | Baby Spinach Leaves, 4 lbs bags 4-2.5 lb bags per case | 36 | Case/count | | | | |
| 0054 | Tomato, 4 X 4 Bulk 25lbs. | 10 | case | | | | |
| 0055 | Turnip, Baby W/Tops 24 ct. | 10 | case | | | | |

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____.

SECRETARY

AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the 01 day of July, 2018, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title **A21-0351 " Head Start Food Produce"** _____ Contract
Period **July 01, 2021 through June 30, 2022.**

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
WITNESS:

Owner

By _____
Sharon Weston Broome, Mayor-President

WITNESS:

Contractor

By _____

(Typed Name and Title)